

UNIVERSITY OF LOUISIANA AT LAFAYETTE
Lafayette, Louisiana

FILE NO. 10001

PROPOSAL FOR FURNISHING

ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO REPAIR SPORTS FIELD LIGHTING AT SOUTH CAMPUS, LOCATED ON THE UL LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA BEGINNING JULY 1, 2010 THROUGH JUNE 30, 2011.

Proposals will be received up to 2:00PM _____ by the Purchasing Office, University of Louisiana at Lafayette, Lafayette, Louisiana. Proposals will not be received after this specified hour and date. At this time, the proposals will be publicly opened and read in the Purchasing Office, Room 123, Martin Hall, 104 University Circle, on the University Campus.

This is a *Competitive Sealed Bid*; bids SHALL be submitted in a sealed envelope. Complete details for submitting bid, etc. are contained in the attached INSTRUCTIONS TO BIDDERS.

Bid must be received by the due date and time in the Purchasing Office at the University of Louisiana at Lafayette, 104 University Circle, Martin Hall, Room 123, Lafayette, LA, 70503. Bid is to be in a **SEALED ENVELOPE** with the **BID NUMBER** and **DUE DATE ON THE OUTSIDE OF THE ENVELOPE**.

All inquiries regarding this request shall be directed to:

Mr. Barton Broussard
Facility Management
UL Lafayette, Lafayette, LA
(337) 482-2001

.....
TO: University of Louisiana at Lafayette
Purchasing Office, Martin Hall Room 123
104 University Circle
P O Box 40197
Lafayette LA 70504 0197
Fax – 337-482-5059

To Whom It May Concern:

Attached is the completed proposal of the firm listed below. The undersigned certifies that he/she (or they) has/have carefully examined *the Instructions to Bidders, the General Conditions, and the Specifications* hereto attached and made part herein, and agrees to comply with the instructions, conditions, and specifications, as covered by the attached papers. On the basis of the specifications, the undersigned proposes to furnish any or all items listed in the schedule of items hereto attached, upon which prices are requested, and at the price stated for each item.

Firm Name

Signature (By signing this bid, bidder certifies compliance with L.R.S.39:1594, Act 121 of 1997)

Address

Name (Printed)

City, State, Zip Code

Title

Telephone No. including area code

Date

Fax No. including area code

LOUISIANA CONTRACTOR'S NO.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. **SUBMITTAL OF PROPOSALS:** The bidder must submit his/her proposal on the form herein provided. The proposal must be signed in ink with, with the blank space(s), filled in for each and every item. The bidder must state the UNIT price (written in ink or typewritten) for which he/she proposes to furnish each item and shall show the total amount for each item based on the quantities shown. Telephone and telegraphic quotations WILL NOT be accepted.

Each change or correction must be clearly marked and initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

The proposal shall be submitted in a sealed envelope with the due date and file no. clearly written on the exterior. In the event bid contains bulky subject materials, the file no. and due date shall be on the outside of the envelope/package. The envelope shall then be sealed and delivered to the Purchasing Office, University of Louisiana at Lafayette, Lafayette, Louisiana, before the time set for receiving proposals as entered on the front sheet hereof. Any other envelope, any sample or package, etc. should refer to the File No. and Due Date.

Proposal received after the time set will be returned to the bidder unopened.

Proposal may be rejected for additions, conditions, or alternate bids, not called for, for incomplete bids, or for failure to comply with requirements set forth.

No bids may be withdrawn after opening date and hour shown on cover sheet and quoted prices shall be firm for a minimum of thirty (30) days unless otherwise specified by the University or the bidder.

2. **SPECIFICATIONS:** Wherever standard Louisiana specifications are specified in any quotation, all bidders must comply with these specifications. Specifications other than standard specifications are to be considered as setting a standard of quality suitable to permit competition and to coincide as far as possible with commercial standards of goods generally sold on the market.

Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model number shall be considered as offering the exact product specified.

Bidder proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the bid. Failure to submit such information may cause bid to be rejected.

3. **BID OPENING:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined seventy-two (72) hours after request is made. Information pertaining to completed files may be secured by visit the University Purchasing Office during normal working hours.

A complete record of all bids is kept on file in this office subject to the inspection of any citizen. Every courtesy will be afforded any citizen who is interested in investigating, for any purpose, the record(s) of University of Louisiana at Lafayette purchases.

4. **AWARD OF CONTRACT:** The award of all contracts will be made in conformity with the requirements of the State Statute (Chapter 17, Title 39, R.S. 1551). The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the proposals.

The University of Louisiana at Lafayette reserves the right to reject any and all bids.

Page 2, Instructions to Bidders and General Conditions

The University assumes the right to increase, reduce, or completely eliminate entire item or items from the quotation after an analysis of the bids. The University also reserves the right to award this proposal on an individual item basis, a combination of items basis, or as a total package to one (1) vendor, whichever is in the best interest of the University.

5. **TERMS:** Unless otherwise specified by the University in the proposal, bid prices must be complete, including transportation, prepaid by bidder to destination. Bids other than FOB destination may be rejected.

Notwithstanding bid response, terms of payment shall be at least "Net 30 Days". Discounts offered for payment in less than thirty (30) days WILL NOT be considered in making an award. On open-ended requirement contracts, discounts will be accepted, but WILL NOT be considered in making an award. Bids containing "payment in advance" or "COD" requirements may be rejected.

6. **EQUAL EMPLOYMENT:** Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or because of an individual's sexual orientation.

7. **INSURANCE:** The contractor shall carry and maintain Workmen's Compensation and Public Liability and Property Damage Insurance in accordance with the statutes and laws of the State of Louisiana, and he/she shall furnish the Owner with satisfactory proof of carriage of the insurance required.

8. **DEBRIS, CLEANING UP, ETC:** The contractor as directed by the Owner during the progress of the work shall remove all resultant dirt and debris and shall properly dispose of same. Upon completion of the service, he/she shall remove all equipment, unused material and debris and shall leave the premises in a clean and first-class condition.

9. **ASBESTOS:** No new material or product may be installed on this project which contains ANY amount of asbestos material. This statement takes precedence over any other product or material specification within these bid documents.

10. **PAYMENTS:** Final payment on account of this agreement will not be made until the expiration of forty-five (45) days following recordation of a Certificate of Substantial Completion and Resolution of Acceptance in the Office of the Clerk of Court, as required by State Statutes, and after such period said final payment will be made upon receipt by the Owner of a certificate from the Office of the Clerk of Court to the effect that no labor or material liens have been filed against the work.

11. **CANCELLATION OF CONTRACT:** The University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the Contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) Any other breach of contract.

12. **SIGNATURE AUTHORITY:** In accordance with L.R.S.39:1594 (Act 121 of 1997), the person signing the bid must be:

- A. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- B. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit.

By signing the bid, the bidder certifies compliance with the above.

FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO REPAIR SPORTS FIELD LIGHTING AT SOUTH CAMPUS, LOCATED ON THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA, AS SHOWN ON THESE SPECIFICATIONS.....

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for FOUR (4) additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

SCOPE OF WORK

The scope of this work shall include the necessary labor to accomplish the following with regard to the sports lighting defined herein:

- A. Provide all labor and equipment needed to repair sports field lighting at Cajun Field, Football practice field, Lady Cajun Softball Field, M.L. Tigue Moore Field, and the track/soccer field.
- B. The University will provide all lamps and ballasts as needed. **This contract is for labor only.**

Bids shall be accepted from Contractors who are licensed under L.A. R.S. 37:2150-2163 the classification of: **ELECTRICAL WORK**. Bids not submitted in accordance with this requirement, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

It is the responsibility of the prospective bidder to visit and examine jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact Mr. Terry Jenkins, 337-482-2001.

GENERAL SPECIFICATIONS

DEFINITIONS

Agent - The University's representative in the Facility Management who is referred to throughout these documents as singular in number.

Contractor - The person who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

Owner - The University of Louisiana at Lafayette (UL Lafayette)

FAMILIARITY WITH CONDITIONS

Prior to the submission of the bid proposal, the Prospective Bidder shall make and shall be deemed to have made a careful examination of the project site, the plans, and specifications. The Prospective Bidder shall become informed as to the location and nature of the proposed construction, the kind and character of terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions and all other matters that may affect the cost and the time of completion of the project.

CODES AND PERMITS

Said work shall comply with all local codes and ordinances.

STANDARDS

All materials furnished under this contract shall be designed, constructed and rated in accordance with the latest applicable standards, and shall pass tests as recommended therein.

WORKMANSHIP AND MATERIALS

The workmanship shall conform to the best accepted construction practice. Should it become evident that during the course of construction that the items indicated on the plans, are for any reason undesirable, the Contractor shall immediately bring the situation to the attention of the Agent for a decision. The Contractor shall be responsible for installing the proper materials as described by the drawings and specifications.

CAMPUS SAFETY POLICY

Contractor shall adhere to the campus safety policy. Information regarding campus safety can be found on the UL Lafayette website at: <http://www.louisiana.edu/ehs>

LOUISIANA ONE CALL

UL Lafayette is a member in the Louisiana One Call system. At least 72 hours before digging anywhere on UL Lafayette property the contractor **must** call 1-800-272-3020 to verify the location of utilities.

EXISTING LANDSCAPING

Contractor is liable for any damages caused to the existing landscaping. All landscaping must be protected from root compaction and other physical damage. Contractor **must** provide three foot high orange construction fencing around the drip line of all trees within the construction site.

COORDINATION OF WORK

The Contractor shall inform the Agent each day of his work location before proceeding to work, and each time the Contractor moves into a different area.

PAYMENT

The Contractor may invoice the Owner for work performed on a monthly basis. The work performed shall meet the approval of UL Lafayette. UL Lafayette shall process payment after verification of the invoice. **FINAL PAYMENT WILL NOT BE ISSUED UNTIL ALL UNIVERSITY KEYS HAVE BEEN RETURNED TO THE FACILITY MANAGEMENT OFFICE.**

CLEAN-UP

The Contractor is responsible for the clean-up and disposal of all trash and construction debris relating to this project. University dumpsters shall **not** be used for the disposal of debris. Should the Contractor dispose of any debris into University facilities, the cost of removal will be deducted from the University's final payment under this contract.

DEQ NOTIFICATION

The Contractor shall be responsible for the proper notification of the Department of Environmental Quality whenever demolition work is to be performed. Copies of the DEQ Notification Form AAC-2 and any additional correspondence with DEQ shall be copied to the University.

INSURANCE

The Contractor shall carry and maintain Workmen's Compensation and Public Liability and Property Damage Insurance in accordance with the statutes and laws of the State of Louisiana, and he/she shall furnish the Owner with satisfactory proof of carriage of the insurance required.

INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and all of their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from operations under the Contract Documents by the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, which are caused in whole or in part by any error, omission, or act of any of them. If any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation laws.

DETAILED SPECIFICATIONS

SCOPE OF WORK

The contractor shall provide all necessary lifts, tools, and labor to repair field lighting at UL Lafayette sports fields without damaging the grounds or faculties. Work shall include, but limited to replacing lamps, ballasts, fixtures, aiming fixtures and rectifying wiring problems. It is estimated that approximately (50) man-hours per year (Monday through Friday) will be needed. Travel time shall not be included in the man-hours contracted, nor shall the University pay the contractor for additional travel hours or mileage. The Contractor shall be required to document

actual time at the jobsite by checking in and out with the University's designated representative. Failure to document required man-hours shall be grounds for cancellation of contract and no payment.

Contractor shall arrive at the University within (2) days of receiving the request for service.

The electrician executing the contract shall be directed as to what lights need to be serviced by the UL electrical foreman or the owner's designated representative. The electrician working on the repairs shall also contact the UL electrical foreman for whatever material that is needed.

INTENT

The intent of this contract is to maintain the sports field lighting at the athletic fields on campus.

DAILY REPORTING

Contractor's personnel shall report to the Owner's designated representative at the beginning of each day, and shall submit a written report at the end of each day, noting work done, and defective items found and/or corrected.

EMERGENCY SERVICE

Emergency repairs to field lighting above the fifty (50) hours per year must be approved by the UL Lafayette Superintendent of Environmental Systems, Director of the Physical Plant or his designated representative prior to the work being done.

TOOLS, EQUIPMENT AND TRANSPORTATION

Contractor shall furnish all necessary tools, test equipment, etc. in order to accomplish this work. All necessary transportation of employees to and from the work sites shall be the Contractor's responsibility.

Contractor shall familiarize himself and the personnel doing this contract work, with the campus and the equipment in order to fulfill the recommendations of this contract.

GUARANTEE:

Should the Contractor fail to render the services ordered under this contract in the manner and within the time specified, the Owner reserves the right to cancel the contract for services, which the Contractor has failed to render in the manner and within the time, specified. Termination under this article shall not affect or relieve either party of any obligation or liability that may have occurred prior to such termination.

APPROXIMATE POLE HEIGHTS

Football Stadium – 120 feet, student side
Football Practice Field – 70 feet
Baseball Stadium - 90 feet
Softball Stadium – 70 feet
Track/Soccer Stadium – 90 feet

BID SHEET

FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO REPAIR SPORTS FIELD LIGHTING AT SOUTH CAMPUS, LOCATED ON THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA, IN STRICT ACCORDANCE WITH THE CONDITIONS AND SPECIFICATIONS OF BID PROPOSAL FOR THE TOTAL SUM OF ...

Approximately 50 hours at \$_____ PER HOUR

If applicable, bidder to specify minimum number of hours per call. _____

The quantity of hours given is approximate only. These quantities, however, at the price bid shall determine the relative value of the contract. The number of hours is not a binding feature of the bid or contract, and UL Lafayette does not, either expressly or by implication, agree that the actual number or hours worked will correspond to the 50 hours estimated. Bidders must bear this in mind. The contractor will be due no profit or any other compensation for those hours, which are not worked.

WARRANTY _____ days after acceptance by the University.

TERMS _____

FOB UL Lafayette/Installed

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for FOUR (4) additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

It is the responsibility of the prospective bidder to visit and examine job-site, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

Bid Sheet, Page 2

Bidder certifies that he/she has contacted _____ and has visited and examined job site and taken measurements to his/her own satisfaction on _____ (date).

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

FIRM NAME _____

SIGNED BY (signature) _____

SIGNED BY (printed) _____

TITLE _____

ADDRESS _____

TELEPHONE NO. _____

FAX NO. _____

DATE _____